

<i>SERFF Tracking Number:</i>	<i>ARBB-127801295</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arkansas Blue Cross and Blue Shield</i>	<i>State Tracking Number:</i>	<i>50213</i>
<i>Company Tracking Number:</i>	<i>34-139 11/11</i>		
<i>TOI:</i>	<i>HOrg02G Group Health Organizations - Health Maintenance (HMO)</i>	<i>Sub-TOI:</i>	<i>HOrg02G.002C Any Size Group - HMO</i>
<i>Product Name:</i>	<i>Grace Period Amendment</i>		
<i>Project Name/Number:</i>	<i>Amendment/34-139 11/11</i>		

Filing at a Glance

Company: Arkansas Blue Cross and Blue Shield

Product Name: Grace Period Amendment	SERFF Tr Num: ARBB-127801295	State: Arkansas
TOI: HOrg02G Group Health Organizations - Health Maintenance (HMO)	SERFF Status: Closed-Approved-Closed	State Tr Num: 50213
Sub-TOI: HOrg02G.002C Any Size Group - HMO	Co Tr Num: 34-139 11/11	State Status: Approved-Closed
Filing Type: Form	Authors: Christi Kittler, Yvonne McNaughton, Frank Sewall, Rita Thatcher, Evelyn Laney	Reviewer(s): Rosalind Minor Disposition Date: 11/08/2011
	Date Submitted: 11/07/2011	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Amendment	Status of Filing in Domicile: Pending
Project Number: 34-139 11/11	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Arkansas is state of domicile.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Group Market Type: Employer	Overall Rate Impact:
Filing Status Changed: 11/08/2011	
State Status Changed: 11/08/2011	Deemer Date:
Created By: Evelyn Laney	Submitted By: Evelyn Laney
Corresponding Filing Tracking Number:	
PPACA: Not PPACA-Related	
PPACA Notes: null	
Filing Description:	
Attached please find amendment 34-139 11/11 for your review and approval if indicated.	
This amendment provides that under "Payment of Premium" that payment shall be made by the last day of Contract	

SERFF Tracking Number: ARBB-127801295 State: Arkansas
 Filing Company: Arkansas Blue Cross and Blue Shield State Tracking Number: 50213
 Company Tracking Number: 34-139 11/11
 TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002C Any Size Group - HMO
 Maintenance (HMO)
 Product Name: Grace Period Amendment
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Month prior to the coverage effective date and made in the form of a bank draft.
 Also attached is a Flesch Reading Ease score certification signed by an officer of the company as required by Arkansas Code Annotated §23-80-206(d).
 I certify that the submission meets the provisions of Arkansas Insurance Department Rule & Regulation 19
 Please feel free to contact me at 378-2165 with any questions you may have.

Company and Contact

Filing Contact Information

Evelyn Laney, Senior Compliance Analyst exlaney@arkbluecross.com
 320 West Capitol, Ste 211 501-378-2165 [Phone]
 Little Rock, AR 72201 501-378-2975 [FAX]

Filing Company Information

Arkansas Blue Cross and Blue Shield CoCode: 83470 State of Domicile: Arkansas
 601 S. Gaines Street Group Code: Company Type:
 Little Rock, AR 72201 Group Name: State ID Number: N/A
 (501) 378-2967 ext. [Phone] FEIN Number: 71-0226428

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arkansas Blue Cross and Blue Shield	\$50.00	11/07/2011	53555785

Correspondence Summary

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/08/2011	11/08/2011

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	Maintenance (HMO)		
Product Name:	Grace Period Amendment		
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Disposition

Disposition Date: 11/08/2011
Implementation Date:
Status: Approved-Closed
HHS Status: HHS Approved
State Review: Reviewed-No Actuary
Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Form	Amendment	Approved-Closed	Yes

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Company Tracking Number: 34-139 11/11

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002C Any Size Group - HMO
Maintenance (HMO)

Product Name: Grace Period Amendment

Project Name/Number: Amendment/34-139 11/11

Form Schedule

Lead Form Number: 34-139 11/11

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/08/2011	34-139 11/11	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Amendment	Initial		40.600	34-139 11- 11Fleet Maintenance. pdf

AMENDMENT NO. 34-139

AMENDMENT TO THE HEALTH ADVANTAGE GROUP ENROLLMENT CONTRACT

In consideration of Health Advantage issuing/reinstating the Group Enrollment Contract issued to _____ hereinafter referred to as "the Group," effective on _____, the Group agrees to this amendment.

The Group Enrollment Contract is amended as follows:

Definitions – 1.7, Grace Period

The definition of "Grace Period" reads as follows:

Grace Period means the period of 30 consecutive days beginning with any premium due date after the first which shall be allowed for payment of premium. **There is no Grace Period provided under this contract.**

Covenants of the Group – 2.4 , Payment of Premium

The provision entitled "Payment of Premium" reads as follows:

Payment of Premium

The Group shall pay Health Advantage the premiums for covered Subscribers and Dependents every month, in advance, by the last day of the Contract Month **prior** to the coverage effective date. Such payment shall be made in the form of a bank draft from a national or state bank located in Arkansas.

General Provisions – 4.11, Grace Period

The provision entitled "Grace Period" reads as follows:

Grace Period

Any premium for this coverage which is not paid on or before the date it becomes due is in default. **There is no Grace Period provided under this contract.**

General Provisions – 4.12, Termination of This Contract

This provision entitled "Termination of This Contract" reads as follows:

Termination of This Policy

1. The Group may terminate this Contract on any premium due date by giving Health Advantage written notice of termination in advance of the premium due date. Any premiums paid beyond the requested termination date shall be refunded.
2. Health Advantage may terminate this Contract on any premium due date if:
 - a. the premium due is not paid within the Grace Period;
 - b. the percentage of eligible employees of the Group covered by the Contract becomes less than the percentage of employee participation

- specified in the Group Application, or if the number of Subscribers falls below the minimum number of Subscribers specified in the Group Application;
- c. the Group fails to contribute the agreed upon share of the premiums specified in the Group Application; or
 - d. the Group performs an act or practice that constitutes fraud or makes an intentional misrepresentation of a material fact under the terms of the coverage.
- 3. Health Advantage may terminate this Contract upon giving the Group 90 days notice, in the event Health Advantage discontinues issuing this Contract form in the State of Arkansas. In such event Health Advantage shall offer the Group the option to purchase any other group health coverage currently being offered by Health Advantage in Arkansas.
 - 4. When the Contract terminates, the Group is liable to Health Advantage for payment of all premiums and late charges which are due but unpaid at the time of termination or for reimbursement to Health Advantage for the costs of services rendered during the Grace Period, including but not limited to any and all claims, damages, fines, penalties, losses, expenses, judgments, awards, settlements, punitive damages, attorneys' fees or costs of any kind which are incurred by Health Advantage as a result of any claim or lawsuit a Member makes for services received during the Grace Period.
 - 5. It is the duty of the Group, and not Health Advantage, to notify all affected Members that the Contract and their coverage is terminated. Health Advantage shall not be responsible under any circumstances to provide notices to any employee or other covered person of the status of premium payments, coverage or the lack of coverage under this Contract or the Plan.
 - 6. If this Contract terminates, the Group shall not be eligible to reapply for another contract with Health Advantage for a period of six months from the date this Contract terminated.
 - 7. **Automatic Termination of Non-Payment of Premium**

If any premium payment is not made in advance as specified in this amendment, this Contract shall automatically terminate as of the last day of the Contract Month for which premium has been paid. Termination shall occur automatically and without notice, and such automatic termination shall not be waived or modified by any oral or written statement of any Group employee or agent, including but not limited to any premium invoice or delinquency or reinstatement letters received from the Group. Waiver of termination or a decision by the Group to reinstate this Contract following any automatic termination shall occur only upon such terms and conditions as the Group, at its discretion may require, and shall further require the signature of the President or a Senior Vice President of the Group on a letter specifically referencing such waiver or reinstatement after the automatic termination. Waiver or reinstatement in any one or more instances shall not constitute precedent as to any subsequent instance, nor obligate the Group with respect to any subsequent instance.

This amendment becomes a part of the Health Advantage Group Enrollment Contract. All provisions of the Group Enrollment Contract which are not contrary to the provisions of this amendment remain in full force and effect.

President

HMO Partners, Inc.
d/b/a Health Advantage
Post Office Box 8069
Little Rock, Arkansas 72203-8069

IN WITNESS WHEREOF, the Group indicates its acceptance of this amendment by causing it to be executed by a duly authorized officer.

Type or write full and accurate legal name of the Group

BY: _____
(Signature)

(Print Name)

(Title)

(Date)

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Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	11/08/2011
Comments:	Please see attached.		
Attachment:	Flesch Certification Form HA, 34-139 11-11.pdf		
		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	11/08/2011
Bypass Reason:	Not required.		
Comments:			
		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	11/08/2011
Bypass Reason:	Not required.		
Comments:			
		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	11/08/2011
Bypass Reason:	Not PPACA related.		
Comments:			

Health Advantage



An Independent Licensee of the Blue Cross and Blue Shield Association

**Re: HMO Partners, Inc. d/b/a Health Advantage
Form No. 34-139 11/11**

FLESCH READING EASE CERTIFICATION

This is to certify that the above referenced document has achieved a Flesch Reading Ease Score average of 40.6 and complies with the requirements of A.C.A. §23-80-201 *et. seq.*, cited as the Life and Disability Insurance Policy Language Simplification Act.

Dail Brulje

Name

President
Title

November 7, 2011
Date